

**TAB 19**

## **APPENDIX A – NH 271 EXHIBITS**

### **UNE Combinations Amendment and Pricing Attachment**

**PUBLIC VERSION**

**AMENDMENT NO. 2**

**to the**

**INTERCONNECTION AGREEMENT**

**between**

**VERIZON NEW ENGLAND INC., D/B/A VERIZON NEW HAMPSHIRE, F/K/A NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, D/B/A BELL ATLANTIC – NEW HAMPSHIRE**

**and**

**FREEDOM RING COMMUNICATIONS, LLC, D/B/A BAYRING COMMUNICATIONS**

This Amendment No. 2 (this "Amendment") is made this 24<sup>th</sup> day of January, 2002 (the "Effective Date") by and between Verizon New England Inc., d/b/a Verizon New Hampshire, f/k/a New England Telephone and Telegraph Company, d/b/a Bell Atlantic – New Hampshire ("Verizon"), a New York corporation at 185 Franklin Street, Boston, Massachusetts 02110 and Freedom Ring Communications, LLC, d/b/a BayRing Communications ("BayRing"), a New Hampshire corporation with offices at 359 Corporate Drive, Portsmouth, New Hampshire 03801. Verizon and BayRing being referred to collectively, as the "Parties" and individually as a "Party". This Amendment covers services in the State of New Hampshire the ("State").

**WITNESSETH:**

WHEREAS, pursuant to an adoption letter dated October 16, 2000 (the "Adoption Letter"), BayRing adopted in the State of New Hampshire, the interconnection agreement between Global Naps Inc. and Verizon (the "Terms"); and

WHEREAS, subsequent to the approval of the Terms BayRing notified Verizon that it desired to amend the Terms; and

WHEREAS, pursuant to Section 252(a)(1) of the Act, the Parties wish to amend the Terms; and

WHEREAS, the Federal Communications Commission (the "FCC") issued an order on November 5, 1999 in CC Docket No. 96-98 (the "UNE Remand Order"), and issued a supplemental order on November 24, 1999 in the same proceeding, which orders became effective in part as of February 17, 2000 and fully effective as of May 17, 2000; and

WHEREAS, Verizon is prepared to provide Combinations in accordance with, but only to the extent required by, Applicable Law.

**NOW, THEREFORE**, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment of Terms. The Parties agree that the terms and conditions set forth in the Combinations Attachment and the Pricing Appendix to the Combinations

## Combinations Amendment

Attachment attached hereto shall amend, modify and revise the Terms and shall govern Verizon's provision of Combinations to BayRing.

2. Conflict between this Amendment and the Terms. This Amendment shall be deemed to revise the terms and provisions of the Terms to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Terms, this Amendment shall govern, *provided, however*, that the fact that a term or provision appears in this Amendment but not in the Terms, or in the Terms but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
3. Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
4. Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
5. Scope of Amendment. This Amendment shall amend, modify and revise the Terms only to the extent set forth expressly in Section 1 of this Amendment, and, except to the extent set forth in Section 1 of this Amendment, the terms and provisions of the Terms shall remain in full force and effect after the date first set forth above.
6. Definition. The capitalized words used in this Amendment shall have the meaning provided for in the Terms unless expressly provided herein.

Combinations Amendment

IN WITNESS WHEREOF, each Party has executed this Amendment, and it shall be effective upon the Effective Date.

FREEDOM RING COMMUNICATIONS, LLC,  
D/B/A BAYRING COMMUNICATIONS

VERIZON NEW ENGLAND INC., D/B/A  
VERIZON NEW HAMPSHIRE

By: \_\_\_\_\_

By: \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Jeffrey A. Masoner

Title: \_\_\_\_\_

Title: Vice-President - Interconnection  
Services Policy & Planning

## Combinations Attachment

### 1. General

- 1.1. Verizon shall provide to BayRing, in accordance with the Terms this Combinations Attachment and the Pricing Appendix to the Combinations Attachment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, access to Verizon's Network Elements in combinations (Combinations); provided, however, that notwithstanding any other provision of the Terms, this Combinations Attachment and the Pricing Appendix to the Combinations Attachment. Verizon shall be obligated to provide Combinations to BayRing only to the extent required by Applicable Law and may decline to provide Combinations to BayRing to the extent that provision of such Combinations is not required by Applicable Law.
- 1.2. Except as otherwise required by Applicable Law: (a) Verizon shall be obligated to provide a Combination pursuant to the Terms, this Combinations Attachment and the Pricing Appendix to the Combinations Attachment only to the extent such Combination, and the equipment and facilities necessary to provide such Combination, are available in Verizon's network; (b) Verizon shall have no obligation to construct or deploy new facilities or equipment to offer any Combination; and, (c) Verizon shall not be obligated to combine Network Elements that are not already combined in Verizon's network. Consistent with the foregoing, should BayRing engage in a pattern of behavior that suggests that BayRing either i) knowingly induces Verizon Customers to order Telecommunications Services from Verizon with the primary intention of enabling BayRing to convert those Telecommunications Services to Combinations, or ii) itself orders Telecommunications Services from Verizon without taking delivery of those Telecommunications Services in order to induce Verizon to construct facilities that BayRing then converts to Combinations, then Verizon will provide written notice to BayRing that its actions suggest that BayRing is engaged in a pattern of bad faith conduct. If BayRing fails to respond to this notice in a manner that is satisfactory to Verizon within fifteen (15) business days, then either Party shall have the right to proceed under the dispute resolution provisions of Section 29.9 of the Terms.
- 1.3. BayRing may use a Combination only for those purposes for which Verizon is required by Applicable Law to provide such Combination to BayRing. Without limiting the foregoing, BayRing may use a Combination (a) only to provide a Telecommunications Service and (b) to provide Exchange Access services only to the extent that Verizon is required by Applicable Law to provide such Combination to BayRing in order to allow BayRing to provide such Exchange Access services.
- 1.4. Notwithstanding any other provision of the Terms, this Combinations Attachment and the Pricing Appendix to the Combinations Attachment:
  - 1.4.1. To the extent Verizon is required by a change in Applicable Law to provide to BayRing a Combination that is not offered under the Terms, this Combinations Attachment, and the Pricing Appendix to the Combinations Attachment to BayRing as of the Effective Date, the terms, conditions and prices for such Combination (including, but not limited to, the terms and conditions defining the Combination and stating when and where the Combination will be available and how it will be used, and terms, conditions and prices for pre-ordering,

ordering, provisioning, repair, maintenance and billing) shall be as provided in an applicable Verizon Tariff, or, in the absence of an applicable Verizon Tariff, Section 28 of the Terms shall apply.

1.4.2. INTENTIONALLY LEFT BLANK

- 1.5. Without limiting Verizon's rights pursuant to Applicable Law or any other section of the Terms, this Combinations Attachment and the Pricing Appendix to the Combinations Attachment to terminate its provision of a Combination, if Verizon provides a Combination to BayRing, and the Commission, the FCC, a court or other governmental body of appropriate jurisdiction determines or has determined that Verizon is not required by Applicable Law to provide such Combination, Verizon may terminate its provision of such Combination to BayRing subject to the limitations in this Section 1.5. If Verizon terminates its provision of a Combination to BayRing pursuant to this Section 1.5 and BayRing (I) elects to purchase other services offered by Verizon, in place of such Combination, then: (a) Verizon shall reasonably cooperate with BayRing to coordinate the termination of such Combination and the installation of such services to minimize the interruption of service, if any is required, to Customers of BayRing; and, (b) in the event BayRing purchases such other services from Verizon, BayRing shall pay all applicable charges for such services, including, but not limited to, all applicable installation charges, or (II) elects to purchase services from another provider in place of such Combination, then Verizon shall reasonably cooperate with BayRing in connection with the termination of such services by Verizon in order to minimize the interruption of services, if any is required, to Customers of BayRing.
- 1.6. It is Verizon's position that nothing contained in the Terms, this Combinations Attachment and the Pricing Appendix to the Combinations Attachment shall be deemed to constitute an admission by Verizon that any item identified in the Terms, this Combinations Attachment and the Pricing Attachment to the Combinations Attachment as a Network Element is (i) a Network Element under Applicable Law, or (ii) a Network Element Verizon is required by Applicable Law to provide to BayRing on an unbundled basis or in combination with other Network Elements. The foregoing recitation of Verizon's position does not reflect BayRing's position on this issue.
- 1.7. Notwithstanding anything else set forth in the Terms, this Combinations Attachment or the Pricing Appendix to the Combinations Attachment and subject to the conditions set forth in this Section 1 of this Combinations Attachment, Verizon shall provide access to Verizon's Combinations subject to charges based on rates and/or rate structures that are consistent with Applicable Law (collectively, the "Rates" and, individually, a "Rate"). Certain of these Rates are set forth in the Pricing Appendix to the Combinations Attachment, which Rates Verizon shall charge BayRing and BayRing agrees to pay to Verizon. BayRing acknowledges, however, that certain Rates are not set forth in the Pricing Appendix to the Combinations Attachment as of the effective date of this Combinations Attachment ("Effective Date") but that Verizon is developing such Rates and Verizon has not finished developing such Rates as of the Effective Date. When Verizon finishes developing a Rate not included in the Pricing Appendix to the Combinations Attachment as of the Effective Date, and after such Rate is filed with the Commission or FCC, Verizon shall notify BayRing in writing of such Rate in accordance with, and subject to, the notices provision of the Terms and thereafter shall bill BayRing, and BayRing shall pay to Verizon, for services provided under this Combinations Attachment on the Effective Date and thereafter in accordance with such Rate. Any notice provided by Verizon to

BayRing pursuant to this Section 1.7 shall be deemed to be a part of the Pricing Appendix to the Combinations Attachment immediately after Verizon sends such notice to BayRing and thereafter.

**2. Combinations Provisions**

Subject to the conditions set forth in Section 1, Verizon shall be obligated to provide a combination of Network Elements (a "Combination") only to the extent provision of such Combination is required by Applicable Law. To the extent Verizon is required by Applicable Law to provide a Combination to BayRing, Verizon shall provide such Combination in accordance with, and subject to, requirements established by Verizon that are consistent with Applicable Law (such requirements, the "Combo Requirements"). Verizon shall make the Combo Requirements publicly available in an electronic form, currently located at the following url address:

[http://www22.verizon.com/wholesale/handbooks/section/0,,c-3-2-2\\_12,00.html](http://www22.verizon.com/wholesale/handbooks/section/0,,c-3-2-2_12,00.html).

In the event of any conflict between this Combinations Attachment and the Combo Requirements, the Combinations Attachment shall control.



**Pricing Appendix to the Combinations Attachment**

**1. General**

- 1.1. As used in this Appendix, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2. Charges for Services shall be as stated in this Section 1.
- 1.3. The Charges for a Service shall be the Charges for the Service stated in the Providing Party's applicable Tariff.
- 1.4. In the absence of Charges for a Service established pursuant to Section 1.3, the Charges shall be as stated in Exhibit A of this Pricing Appendix.
- 1.5. The Charges stated in Exhibit A of this Pricing Appendix shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A of this Pricing Appendix also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5, if Charges for a Service are otherwise expressly provided for in the Terms, the Combinations Attachment or this Pricing Appendix to the Combinations Attachment, such Charges shall apply.
- 1.7. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6, the Charges for the Service shall be the Providing Party's FCC or Commission approved Charges.
- 1.8. In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7, the Charges for the Service shall be mutually agreed to by the Parties in writing.

**2. INTENTIONALLY LEFT BLANK**

**3. INTENTIONALLY LEFT BLANK**

**4. Regulatory Review of Prices**

Notwithstanding any other provision of the Terms, the Combinations Attachment and this Pricing Appendix to the Combinations Attachment, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**Exhibit A**  
**VERIZON NEW HAMPSHIRE – COMBINATIONS**

**EEL Pricing**

Service or Element Description	Recurring Charges																		
<b>EEL Combinations</b>																			
<p>(a) Monthly Rates</p> <p>(1) EEL Test Charge – A monthly rate applies to recover the cost associated with testing EEL arrangements. This charge will vary depending on the specific loop type that is ordered.</p> <p>The applicable recurring and nonrecurring rates for each separate unbundled network element will apply to EEL arrangements, including the following:</p> <p>Unbundled Loop Charges for Loops:  Recurring and Non-Recurring rates as shown in the Terms,</p> <p>Unbundled Dedicated Transport:  Recurring rates as shown in the Terms</p> <p>Multiplexing Recurring and Non-Recurring rates as shown in the Terms</p> <p>Collocation SAC or IAC charges, as appropriate, will also apply as shown in the Terms</p> <p>Termination liability and minimum service period charges may be applicable to early termination of services that convert to EEL arrangements. All applicable termination liabilities and minimum period penalties will apply pursuant to applicable tariff terms and conditions for early termination of services.</p> <p>Other EEL Rates and Charges-Recurring:</p> <p>EEL Test Charges which are currently in the NH SGAT Section 5.10</p> <table> <tr> <td>2 Wire Analog per loop</td><td>\$0.10</td></tr> <tr> <td>2 Wire Digital per loop</td><td>\$0.23</td></tr> <tr> <td>4 Wire Analog per loop</td><td>\$0.29</td></tr> <tr> <td>4 Wire Digital (56 KD) per loop</td><td>\$0.31</td></tr> <tr> <td>DS1 per loop</td><td>\$6.37</td></tr> <tr> <td>DS3 per loop</td><td>\$3.60</td></tr> </table> <p>VG/DS0 EEL Mileage(Recurring) which are currently in NH SGAT Section 5.10</p> <table> <tr> <td>Inter-Office Mileage</td><td></td></tr> <tr> <td>1. Fixed</td><td>\$31.80</td></tr> <tr> <td>2. Per Mile Charge</td><td>\$0.0058</td></tr> </table>	2 Wire Analog per loop	\$0.10	2 Wire Digital per loop	\$0.23	4 Wire Analog per loop	\$0.29	4 Wire Digital (56 KD) per loop	\$0.31	DS1 per loop	\$6.37	DS3 per loop	\$3.60	Inter-Office Mileage		1. Fixed	\$31.80	2. Per Mile Charge	\$0.0058	
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